SERFF Tracking Number: CUNA-125604535 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

## Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: Group Life SERFF Tr Num: CUNA-125604535 State: ArkansasLH TOI: L04G Group Life - Term SERFF Status: Closed State Tr Num: 38670

Sub-TOI: L04G.500 Other Co Tr Num: GL-CM-POL-0103 TG State Status: Approved-Closed

0208

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Julie Thompson, Tami

Burkhardt, Elizabeth Myers

Date Submitted: 04/10/2008 Disposition Status: Approved

Disposition Date: 05/02/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

### **General Information**

Project Name: AR Group Life Filing

Status of Filing in Domicile: Authorized

Project Number: Date Approved in Domicile: 04/09/2008

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Employer

Filing Status Changed: 05/02/2008

State Status Changed: 05/02/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is a single employer version of previously filed and approved forms and rates. In substance, these forms are equivalent to forms GL-CM-POL-0103 and GL-CM-0103 approved 07/02/2003; these forms will NOT replace the previously filed and approved forms. However, we have removed all reference to a trust as the policyholder, simplified the readability of the certificate (certification included with this filing) and added a benefit that pays an additional amount for the transportation of the insured upon accidental death occurring more than 100 miles from their home.

SERFF Tracking Number: CUNA-125604535 State: Arkansas
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The rates established and approved for the 07/02/2003 filing will be used with this product without change. As this is term life insurance without cash value, there is no non-forfeiture value and, therefore, we have not included any formulas or specimen calculations for a detailed statement of method.

We will be using these forms with form numbers APP-ER-07, APP-EE-07, IMS 0407 (AR); and EBP CHANGE FORM - Application (AR) approved 07/31/2007. We are also enclosing a copy of the Life & Health Guaranty Fund Notice and the Consumer Information Notice.

We anticipate that like our other group products, these forms will be marketed through our agency force and our website.

## **Company and Contact**

### **Filing Contact Information**

Burkhardt Tami, tami.burkhardt@cunamutual.com

5910 Mineral Point Road (608) 238-5851 [Phone]

Madison, WI 53705

**Filing Company Information** 

CUNA Mutual Insurance Society CoCode: 62626 State of Domicile: Iowa

2000 Heritage Way Group Code: 306 Company Type: Waverly, IA 50677 Group Name: State ID Number:

(319) 352-4090 ext. [Phone] FEIN Number: 39-0230590

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## **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: \$50 per form submission.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

CUNA Mutual Insurance Society \$50.00 04/10/2008 19429099

 SERFF Tracking Number:
 CUNA-125604535
 State:
 Arkansas

 Filing Company:
 CUNA Mutual Insurance Society
 State Tracking Number:
 38670

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TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

## **Correspondence Summary**

### **Dispositions**

Status Created By Created On Date Submitted

Approved Linda Bird 05/02/2008 05/02/2008

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Linda Bird 04/16/2008 04/16/2008 Tami Burkhardt 05/02/2008 05/02/2008

Industry Response 

 SERFF Tracking Number:
 CUNA-125604535
 State:
 Arkansas

 Filing Company:
 CUNA Mutual Insurance Society
 State Tracking Number:
 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

## **Disposition**

Disposition Date: 05/02/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-125604535 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Readabiilty Certification		Yes
Supporting Document	Explanation of Variables		Yes
Supporting Document	Arkansas Guaranty Notice		Yes
Supporting Document	Consumer Notice		Yes
Supporting Document	Accelerated Benefit Disclosure		Yes
Form	Group Term Life Insurance Policy		Yes
Form	Group Term Life Insurance Certificate O	f	Yes
	Insurance		
Form	Group Life Fact Sheet		Yes

SERFF Tracking Number: CUNA-125604535 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 04/16/2008 Submitted Date 04/16/2008

Respond By Date
Dear Burkhardt Tami,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Term Life Insurance Certificate Of Insurance (Form)

Comment: The Accelerated Benefit issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 05/02/2008 Submitted Date 05/02/2008

Dear Linda Bird,

### Comments:

This is in response to your April 16, 2008 objection letter.

### Response 1

Comments: As requested, please find enclosed an accelerated benefit disclosure.

### **Related Objection 1**

Applies To:

- Group Term Life Insurance Certificate Of Insurance (Form)

### Comment:

The Accelerated Benefit issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

SERFF Tracking Number: CUNA-125604535 State: Arkansas

Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

### **Changed Items:**

### **Supporting Document Schedule Item Changes**

Satisfied -Name: Accelerated Benefit Disclosure

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Elizabeth M. Myers Compliance Analyst Bus: 608/232-6317

Fax: 608/236-7081

E-mail: elizabeth.myers@cunamutual.com

Sincerely,

Elizabeth Myers, Julie Thompson, Tami Burkhardt

 SERFF Tracking Number:
 CUNA-125604535
 State:
 Arkansas

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## Form Schedule

Lead Form Number: GL-CM-POL-0103 TG 0208

Review Status	Form Number	Form Type	e Form Name	Action	Action Specific Data	Readability	Attachment
	GL-CM- POL-0103 TG 0208	•	t Group Term Life n Insurance Policy	Initial		57	Group Life Policy.pdf
	GL-CM- 0103 TG 0208 AR	Certificate	Group Term Life Insurance Certificate Of Insurance	Initial		53	Group Life Certificate AR.pdf
	N/A. Becomes part of Certificate.	Amendmer t, Insert		Initial			Group Life Fact Sheet.pdf



CUNA Mutual Insurance Society

Home Office: 2000 Heritage Way Waverly, IA 60577

Administrative Office: 5910 Mineral Point Road Madison, WI 53701-0391

GROUP TERM LIFE INSURANCE POLICY					
<b>Group Policy Number</b>	[ ] <sup>7</sup>				
THE EMPLOYER	Each Employer who has completed an Employer Application and who agrees to the terms of this Policy.				
THE POLICYHOLDER					
DATE OF ISSUE					
PREMIUMS	are due monthly [on the first day of every month] <sup>7</sup>				
STATE OF DELIVERY					
The CUNA Mutual Insurance Society (herein called "We", "Us" or "Our") agrees to pay benefits according to the terms, provisions and limitations of this Policy which are recited on the following pages.  This Policy is issued to the Policyholder in consideration of the Policyholder's application and the payment of premiums. A copy of the Policyholder's application becomes a part of this Policy.					
This Policy becomes eff office. The first premiu	fective on the Date of Issue as shown above at 12:01 a.m. at the Policyholder's main um is due on the Date of Issue. This Policy will continue in force by the timely ue. This Policy is subject to termination according to its terms.				
This Policy is a legal governed by the laws of	contract between the Policyholder and CUNA Mutual Insurance Society and is the State of Delivery.				
IN WITNESS WHEREO	<b>DF</b> , the CUNA Mutual Insurance Society has caused this Policy to be executed this] <sup>7</sup> .				

### **Renewal Of Policy**

This Policy is issued for a term of [one]<sup>4</sup> year but may be renewed with Our consent for terms of [one]<sup>4</sup> year each. We reserve the right to change any premium rate charge or amend the terms of this Policy on any Premium Due Date on or after the first anniversary of the effective date of coverage for an Employer.

For renewal of existing coverage, We will mail at least [31]<sup>5</sup> days prior to the effective date of the rate and/or amendment change, written notice to the last known address of each Employer affected by such change. Any refusal of renewal shall be without prejudice to any claim originating while this Policy is in force.

### **Notice To Policyholders**

We will hold an annual meeting for the purpose of electing directors and conducting such other business as may properly come before the meeting. The Board of Directors will determine the time and date of the annual meeting. A written notice of the annual meeting will be given to all policyholders eligible to vote at such meeting

### **Dividend Participation**

While this Policy is in force, the Board of Directors at their discretion may determine whether or not dividends will be payable.

### **Termination Of The Policy**

The Policyholder's coverage under this Policy will terminate on the earliest of:

- 1. the last day of the grace period if the premium payment was not received before the end of the grace period;
- 2. the day immediately preceding a premium due date if prior written notice of termination from the Policyholder is received by Us at least [31]<sup>5</sup> days in advance (but in no event earlier than the receipt of such notice):
- 3. the day immediately preceding the Policy anniversary date if We terminate the Policy by giving written notice to the Policyholder at least [31]<sup>5</sup> days prior to the Policy anniversary date;
- 4. the date We terminates all coverage for all Employers by sending [31]<sup>5</sup> days advance written notice of such termination.

### **Agency**

For all purposes of this Policy, the Policyholder acts on its own behalf or as agent of the Employee. Under no circumstances will the Policyholder be deemed Our agent without a written authorization.

### **Certificate Provisions Made A Part Of The Policy**

The remainder of the Policy consists in the provisions shown in the certificates issued to covered individuals. Amendments, if any, changing the provisions of the certificate are also made a part of the Policy.

CUNA Mutual Insurance Society

Home Office: 2000 Heritage Way Waverly, IA 60577 Administrative Office: 5910 Mineral Point Road Madison, WI 53701-0391

# GROUP TERM LIFE INSURANCE CERTIFICATE OF INSURANCE

You are insured under Group Term Life Insurance Policy issued to [

]<sup>7</sup>, the Policyholder.

This is Your Certificate of Insurance while You are insured. It replaces any and all Certificates, which may have been previously issued to You under the Policy.

This Certificate is not a contract or policy of insurance. It is a summary description of the coverage provided by the Policy. All the provisions of this Certificate are subject to the provisions of the Policy. The Policy alone constitutes the agreement under which the insurance is administered. The Policy may be amended or canceled, according to its terms, without Your consent.

The Policy is on file at the Administrative Office of CUNA Mutual Insurance Society in Madison, Wisconsin. You may examine the Policy at Our Administrative Office during Our regular working hours.

We agree to pay the death benefit to the Beneficiary subject to Policy provisions, after We receive due proof of Your death.

### **NOTICE**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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- 2.4 Incontestability
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Please refer to Your Group Life Insurance Fact Sheet to determine if any provisions noting "(APPLICABLE IF ELECTED BY EMPLOYER)" apply to You.

### **DEFINITIONS AND TERMINOLOGY**

### 1.1 Definitions

Unless indicated otherwise, the following terms and phrases when capitalized and used herein have the meanings set forth below:

**Accelerated Benefit** means a benefit payable to the Individual during the Individual's lifetime, upon the occurrence of a Qualifying Medical Condition, which reduces the Group Life insurance benefit otherwise payable under the Policy, as set forth in Section 9 of this Policy.

**Accidental Bodily Injury.** Injury or injuries sustained by You, which are the direct cause, independent of disease or bodily infirmity and which occur while You are insured under this Policy. Loss of life by drowning or internal injuries shown through autopsy, will be considered Accidental Bodily Injury.

**Accidental Death And Dismemberment Benefit.** Lump sum payment upon loss by bodily injury or loss of life due to the direct cause of an accident and independent of all other causes. The coverage is optional and may be elected by Your Employer. Coverage applicability is shown on Your Group Life Insurance Fact Sheet.

### Actively At Work. You must be working:

- A. For Your Employer on a full-time active basis and paid regular earnings; and
- B. At least the required number of hours shown on the Employer Application on a regular basis either:
  - 1. at Your Employer's usual place of business; or
  - 2. at a location to which Your Employer's business requires You to travel.
- C. You will be considered to be Actively At Work if You were actually at work on the date immediately preceding:
  - a weekend (except for one or both of these days if they are scheduled days of work); or
  - 2. holidays (except when such holiday is a scheduled work day); or
  - 3. paid vacations: or
  - 4. any non-scheduled work day; or
  - 5. excused leave of absence (except medical leave and lay-off); or
  - 6. emergency leave of absence (except emergency medical leave).

**Advance Payment** means any amount payable under Section 9 of this Policy. It is equal to the Accelerated Benefit.

**Beneficiary.** This is the person who will receive the death benefit at Your death subject to the rights of Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup> if You live in a community or marital property state. If there is no named Beneficiary or if there is a dispute between beneficiaries, benefits will be paid to your estate.

Change in Family Status. A Change in Family Status includes but is not limited to the following:

- A. Your marriage or divorce [or dissolution of a civil union or similar relationship]<sup>2</sup>; or
- B. Death of Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] or a dependent; or
- C. Birth or adoption of Your child; or
- D. Being appointed legal guardian of a Dependent.

**Conversion Privilege.** Your or Your Dependent's right to change the group insurance to an individual policy when coverage under the group Policy terminates.

**Dependent.** Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] <sup>2</sup> under age [70]<sup>1E</sup> and each unmarried child, stepchild or adopted child at least [15]<sup>1l</sup> days old but less than [19]<sup>1C</sup> years old. However, an unmarried child aged [19]<sup>1C</sup> through age [23]<sup>1D</sup>

will be considered a Dependent if he is a continuous full-time student and depends on You for at least [50%]<sup>8</sup> of his support. Dependent does not include a person who is a full-time member of the armed forces of any country.

**Dependent Group Life Insurance Benefit.** Insurance providing for lump sum payment upon the death of Your insured Dependent. The coverage is optional and may be elected by Your Employer. Coverage applicability is shown on Your Group Life Insurance Fact Sheet.

**Employer.** The employer, named on the Group Life Insurance Fact Sheet, which has agreed to become the Policyholder for the coverage provided by the Policy.

Employer Application. Each request for coverage completed by an eligible employer.

**Evidence Of Insurability.** Any statement or proof of a person's physical condition and/or other factual information affecting acceptability for insurance.

**Group Life Insurance Fact Sheet.** A summary of Your group life coverage as elected by Your Employer.

**Late Entrant.** You or Your Dependent applying for group life coverage more than [31]<sup>5</sup> days after becoming eligible based on the initial waiting period selected by Your Employer on the Employer Application.

Loss Of Hand, Hands, Foot, Or Feet. Complete severance above the wrist or ankle joint.

Loss Of Sight Of Eye Or Eyes. Total visual impairment and irreparable loss of sight.

**Physician** means a person duly qualified, legally licensed as a Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.), and practicing within the scope of that license who is not You or Your spouse in a traditional marriage or domestic partner in a civil union or similar relationship, child, parent, or sibling.

**Policy.** This Group Life Insurance Policy issued as of the date shown on the face page of the Policy.

Policyholder. The entity as shown on the face page of the Policy to whom the Policy is issued.

**Premium Due Date.** The first day of any calendar month, on or after the month in which the Employer elected this coverage.

**Principal Sum or Principal Amount.** The amount of life insurance provided to You as elected by Your Employer on the Employer Application. It does not include Optional Life amounts.

**Qualifying Medical Condition** means a medical condition that causes the Individual to have a life expectancy of [12]<sup>1B</sup> months or less in spite of all possible treatments, in a Physician's best medical judgment. A Qualifying Medical Condition must have first manifested itself and been diagnosed by a Physician on or after the effective date of this Policy.

**Totally Disabled.** A disability from which You are unable during the initial [24]<sup>13</sup> months to perform all the material duties of Your occupation with reasonable accommodation, as a result of medically determined sickness or Accidental Bodily Injury, or both. Total disability after [24]<sup>13</sup> months means that You are unable to perform any occupation for which You are reasonably fitted by education, training, or experience.

**Us, We or Our.** CUNA Mutual Insurance Society.

**You or Your.** An employee of the Employer insured under the Policy.

### 1.2 Terminology And Usage

The definitions set forth in Section 1.1 shall be applicable whether the words defined are used in singular or in the plural.

Any pronoun or pronouns will include both the singular and plural and will cover all genders.

"Herein," "hereby," "hereunder" or "hereof" and other equivalent words refer to the Policy in its entirety and not solely to the particular section of the Policy in which the word is used.

### **GENERAL PROVISIONS**

#### 2.1 Entire Contract

- A. The entire contract of insurance is:
  - 1. the Policy; and
  - 2. any riders and endorsements attached to the Policy; and
  - 3. the applications for Policy coverage submitted by the employee and the Employer, the Policyholder.
- B. The terms of the Policy may not be changed or waived except by endorsement. The endorsement must be attached to the Policy and signed by Our President. No agent may change the contract in any way nor bind Us by any promise, action, or representation.
- C. We will make interpretations concerning the terms of the Policy. For this purpose, We will:
  - 1. appoint such:
    - a. agents; or
    - b. counsel; or
    - c. accountants: or
    - d. consultants; or
    - e. other persons as may be required to assist in administering the Policy; and
  - allocate and delegate Our responsibilities under the Policy and to designate other persons to carry out any of Our responsibilities under the Policy. Any such allocation, delegation or designation shall be in writing; and
  - 3. make and enforce such rules and procedures as We deem necessary or proper for the efficient administration of the Policy; and
  - 4. make determinations regarding:
    - a. initial and continuing eligibility to participate in the insurance Policy or to receive benefits: or
    - b. the amount of benefits available under this Policy; and
  - 5. interpret the Policy.

These interpretations and determinations, however, are subject to review by:

- an internal review committee established by Us to meet the requirements of ERISA, as needed: or
- B. a court of law, arbitrator or administrative agency having jurisdiction.

### 2.2 Certificates

We will make available to every Employer an individual Certificate for electronic delivery and paper, if requested, to each insured employee setting forth in summary form, the essential features of Your insurance and to whom the benefits are payable.

### 2.3 Beneficiary And Mode Of Settlement

A. At initial issuance You must designate at least one Beneficiary on Your Employee Application. The death benefit will be paid to Your designated Beneficiary in a lump sum. If the Beneficiary dies after You and before receiving the death benefit, the death benefit will be paid to the Beneficiary's estate, executor or administrator unless Your Beneficiary designation indicates to the contrary.

You can change Your Beneficiary on Our forms by written request or by other means acceptable by Us. When We receive the written or electronic request, the change is effective when We record Your request. The change is subject to the rights of Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] <sup>2</sup> if You live in a community or marital property state.

If You die before We receive Your request to change the Beneficiary designation, that change is valid unless You live in a community or marital property state. However, if the death benefits

were paid prior to Us receiving the request at our office, Our obligations under the Policy are met. We are not obligated to alter or change the payment.

We will make payment to Your estate or to Your executor or administrator if there is no Beneficiary designated by You or if there is ambiguity in the designation.

- B. If Dependent Group Life Insurance Benefits have been elected by Your Employer, the Beneficiary will be as follows:
  - 1. if Your insured spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup> dies and You are living, You are the Beneficiary. If You are not living at the time of Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]'s<sup>2</sup> death, the Beneficiary will be the estate of Your insured spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup>.
  - 2. if Your insured child dies and You are living, You are the Beneficiary. If You are not living at the time of Your child's death, the Beneficiary will be Your insured spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup>, if living.
  - 3. if Your insured child dies and both You and Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup> are not living at the time of Your child's death, the Beneficiary will be the estate of Your insured child.

Any benefits We pay will fully discharge Us from all further liability to the extent of the benefits paid.

### 2.4 Incontestability

After two years from the effective date, You or Your Dependent's coverage shall be incontestable. However, coverage can be cancelled/terminated at any time due to nonpayment of premium.

No statement by You or Your Dependent may be used to contest coverage unless:

- A. it is in writing; and
- B. it is signed by You or Your Dependent or the Employer; and
- C. a copy of it has been given to the signer.

All statements made by You or Your Dependent are representations and not warranties. However, in no case will any such statement be used to contest the coverage for You or Your Dependent if the coverage has been in force two or more years.

### 2.5 Exclusions

If You or Your Dependent commit(s) suicide within two years from the effective date of Your or Your Dependent's coverage (including any Optional coverage, if applicable), no benefits will be payable for Your or Your Dependent's death under the Policy. No refund will be made to Your Employer if other Dependents are insured under Your Dependents Group Life Insurance coverage. No benefits will be payable for suicide under Accidental Death And Dismemberment coverage.

### 2.6 Written Notice Of Claim

Written notice of claim must be given to Us within [30]<sup>5</sup> days after the occurrence or commencement of any loss covered by the Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The written notice must be given to Us at Our Administrative Offices in Madison, Wisconsin, or to Our licensed representative. The notice will be sufficient if it sets forth enough information for Us to identify and locate You.

### 2.7 Claim Forms

We will send You or Your Dependent proof of loss forms within [15]<sup>5</sup> days after receipt of the written notice of claim. Or you may obtain a copy on the internet or from your employer.

### 2.8 Written Proof Of Loss

Written proof of loss must be given to Us within [90]<sup>5</sup> days after the date of loss. If it is not reasonably possible to give the proof within [90]<sup>5</sup> days, the claim will not be reduced or invalidated if the proof is given as soon as reasonably possible. However, in no case, except with absence of legal capacity of You or Your dependents, may written proof be given later than one year from the time it is otherwise required (one year plus [90]<sup>5</sup> days).

### 2.9 Time Of Payment Of Claims

All Policy benefits due will be paid promptly after We receive written proof of loss. The proof must include all necessary documentation and completed forms that will allow the claim to be processed.

### 2.10 Physical Examinations And Autopsies

We have the right to have a Physician examine You at our expense, as often as We deem reasonably necessary while the claim is pending. In cases of death, We have the right to have an autopsy performed, except where not allowed by law.

### 2.11 Grace Period

After the first (initial) premium is paid, the Employer will be allowed a grace period of [31]<sup>5</sup> days for the payment of any premium. This means that if a premium other than the initial premium is not paid on or before the date it is due, it may be paid during the following [31]<sup>5</sup> days. During the grace period, the Policy will remain in force unless the Employer has given written notice to Us that the Policy will not be renewed.

If We do not receive the premium due or written notification of the Employer's intent to terminate coverage prior to the Premium Due Date, the grace period automatically begins on that Premium Due Date. If during the grace period, the Employer provides Us with written notification to terminate coverage at the end of the grace period, the coverage will then be discontinued on the date indicated in such notice. The Employer is liable to Us for the unpaid premium together with the prorata premium for that portion of the grace period when coverage was in force under the Policy.

If We do not receive written notification or the premium due before the end of the [31]<sup>5</sup> day grace period, coverage will terminate on the last day of the grace period. The Employer is liable to Us for the unpaid premium together with any premium due during the grace period.

No claims that were incurred during the grace period will be paid unless the premium for that grace period is paid.

### 2.12 Premiums

#### Premiums:

- A. are payable in advance to Us for an amount as determined by Us; and
- B. may be increased or decreased in accordance with Sections 2.13 and 2.14.

The first premium payment shall be due when the Employer Application is submitted to Us. Premium shall be paid thereafter on each Premium Due Date. Premium is due for any eligible Employee except any Employee receiving Waiver of Premium.

### 2.13 Premium Adjustment

- **A.** <u>Misstatement of Age</u>. If Your age has been misstated on the Employee Application, We have the right to make an equitable premium or benefit adjustment that reflects Your correct age.
- **B.** Status Change. Adjustments to Your premium based on a change in Your classification will be effective on the:
  - 1. date of Your change in classification if You are in Actively At Work status on the date of Your change; or
  - 2. day You return to full-time Actively At Work status if You are not in Actively At Work status on the date of Your change.
- **C.** <u>Billing Cycle.</u> The full month's premium or the increase in premium for a change in classification is due if Your:
  - effective date of coverage or change in classification is between the 1<sup>st</sup> day and the 15<sup>th</sup> day of the month, inclusive; or
  - 2. coverage terminates at any time during the month.

If Your effective date of coverage or change in classification is between the 16<sup>th</sup> day and last day of the month, inclusive, the premium for that month is waived.

**D.** <u>Premium Refund.</u> A refund of premium will not be made for a period more than [ twelve (12) months ]<sup>5</sup> before the date We are advised of the error.

### 2.14 Renewal of Employer's Coverage

The coverage is issued for a term of [one]<sup>4</sup> year but may be renewed with Our consent for terms of [one]<sup>4</sup> year each. We reserve the right to change any premium rate charge or amend the terms of the Policy:

- A. on any premium due date on or after the first anniversary of the effective date of coverage for a Employer; or
- B. upon request for a change in benefits by the Employer.

On renewal, We will mail or e-mail written notice at least [31]<sup>5</sup> days prior to the effective date of the rate and/or amendment change, to the last known address of each Employer affected by such change.

SECTION 3 ELIGIBILITY

### 3.1 Employee Eligibility

If You meet all the following requirements, You are eligible for insurance coverage under the Policy. You must:

- A. have been employed by the Employer for the number of days as shown in the Employer Application; and
- B. fall within one of the classes of eligible employees defined in the Employer Application for Policy coverage; and
- C. be Actively At Work on the effective date of Your coverage; and
- D. provide Us with satisfactory Evidence of Insurability, if required.

You will be eligible for coverage under the Policy on any date You meet all four of the above requirements.

If You enroll after the eligibility period, You must provide Us with satisfactory Evidence Of Insurability at Your cost.

# 3.2 Dependent Group Life Insurance Coverage Eligibility (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Dependent Group Life Insurance coverage, Your Dependent is eligible for coverage under the Policy on the latest of:

- A. the date You are eligible; or
- B. the date Your Dependent qualifies as a Dependent; or
- C. the date Your Employer elects Dependent Group Life insurance coverage; or
- D. the date You provide Us with satisfactory Evidence of Insurability with respect to Your Dependent, if required

If a Dependent is in the hospital, hospice or skilled nursing facility on the date the Dependent would otherwise become eligible for coverage, the Dependent's date of eligibility will be the day following one month following the date after final discharge from the above stated facilities.

# 3.3 Accidental Death And Dismemberment Coverage Eligibility (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Accidental Death And Dismemberment coverage, You will be eligible for coverage on the later of:

- A. the date Your Employer elects Accidental Death And Dismemberment coverage, and
- B. You meet all the requirements of Section 3.1.

### 3.4 Employee Eligibility for Optional Coverage (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Optional Group Term Life Insurance coverage on Your life, You will be eligible for such coverage as of the later of the date:

- A. You have satisfied the eligibility requirements under Section 3.1, or
- B. Your Employer elects Optional Group Term Life Insurance coverage.

### 3.5 Dependent Eligibility for Optional Coverage (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Optional Dependent Group Term Life Insurance coverage, Your Dependent will be eligible for such coverage as of the later of the date:

- A. You are eligible; or
- B. Your Dependent qualifies as a Dependent; or
- C. You provide Us with satisfactory Evidence of Insurability with respect to Your Dependent, if required; or
- D. Your Employer elects Optional Dependent Group Term Life Insurance coverage.

### **EFFECTIVE DATE**

### 4.1 Effective Date Of Employee's Insurance

The effective date is the date the Policy starts to cover You. It is shown on the Group Life Insurance Fact Sheet.

- A. Your effective date is Your date of eligibility and Evidence of Insurability will not be required if:
  - Your Employer group falls within Our underwriting guidelines and is approved for coverage; and
  - 2. Your Employee Application is received in Our office within [31 days]<sup>5</sup> after Your date of eligibility; and
  - 3. Your Employee Application includes a request for coverage that does not fall outside Our underwriting guidelines.
- B. Your effective date is Our approval date for coverage and Evidence of Insurability will be required (without cost to Us) if:
  - 1. Your Employer group falls outside Our underwriting guidelines for coverage without Evidence of Insurability; or
  - 2. Your Employee Application is received in Our office after [ 31 days ]⁵ following Your date of eligibility; or
  - 3. Your Employee Application includes a request for coverage that falls outside Our underwriting guidelines for coverage without Evidence of Insurability.
- C. If Your Employer has elected Optional Group Term Life Insurance coverage for Employees, Your effective date for this coverage will be determined under A. or B. above, whichever is applicable.

Your Employer must:

- A. give Us a written request for coverage for You on Our forms or other forms or methods that We approve; and
- B. in accordance with Our requirements to obtain coverage, agree to fund all or part of the premium for the coverage; and
- C. obtain Your authorization to fund Your portion, if any, of the premium not paid by the Employer.

### 4.2 Effective Date Of Dependent's Insurance (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Dependent Group Life Insurance coverage, the effective date for Your Dependents is the date shown on the Group Life Insurance Fact Sheet.

The effective date of this coverage is determined on the latest of:

- A. the date Your Employer elected Dependent Group Life Insurance coverage.
- B. the date You become eligible for coverage as defined in Section 3.1.
- C. the date Your Dependent qualifies as a Dependent as defined in Section 3.2.
- D. the date satisfactory Evidence Of Insurability is received and approved by Us if Your Dependent's application for coverage is received by Us [31]<sup>5</sup> days after his first date of eligibility.
- E. the [15<sup>th</sup>]<sup>11</sup> day following a newborn child's date of birth.

If Your Employer has elected Optional Dependent Group Life Insurance coverage, Your effective date for this coverage will be determined on the latest of this Section 4.2 A. through E. above.

SECTION 5 BENEFITS

### 5.1 Active Employee Benefits

Benefits are payable based on the schedule of benefits. If the schedule is based on salary, Your benefit will be determined by the salary last reported by Your Employer to Us as of the Premium Due Date just before the of Your death. If You are a sole proprietor, 1% or more owner in a subchapter S Corporation, or a partner in a partnership, Your salary will be the amount reported on Your prior year's federal income tax report as Your taxable income for that year. Benefits will be rounded (before any applicable reduction) to a multiple of [\$1,000,]<sup>1M</sup> if they are not already a multiple of [\$1,000.]<sup>1M</sup>

Coverage continues to age [70]<sup>1E</sup> while You are Actively At Work based on the schedule of coverage elected by Your Employer (Principal Sum) and shown on Your Group Life Insurance Fact Sheet. [At the end of the month in which You attain age [70],<sup>1E</sup> Your insurance will reduce to [65]<sup>9</sup>% of the benefit provided by the Schedule of Coverage while You continue to be Actively At Work.

If Your coverage becomes effective at age [70]<sup>1E</sup> or older, Your insurance will be limited to [65]<sup>9</sup>% of the benefit provided by the Schedule of Coverage. At the end of the month in which You attain age [75,]<sup>1E</sup> Your insurance will reduce to [50]<sup>9</sup>% while You continue to be Actively At Work.

If Your coverage becomes effective at age  $[75]^{1E}$  or older, Your insurance will be limited to  $[50]^{9}\%$  of the benefit provided by the Schedule of Coverage.]<sup>1N</sup>

# 5.2 Optional Employee Group Life Insurance Benefits (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Optional Employee Group Life Insurance benefits, the schedule of Your benefits will be shown on Your Group Life Insurance Fact Sheet.

Subject to Section 4.1 B, any written application to increase Optional Group Life Insurance will be effective as of the next annual enrollment date (as designated by Your Employer), provided it is received by Us no later than [30]<sup>5</sup> days prior to such annual enrollment date.

However, if You have a Change in Family Status event, You may request to increase Your Optional Group Life Insurance subject to Section 4.1 B prior to the next following annual enrollment date if the increase is on account of such Change in Family Status event and if the request is received by Us no later than [31]<sup>5</sup> days after the Change in Family Status event.

Any other decrease in Optional Group Life Insurance benefits will become effective on the first day of the month coinciding with or next following the date We receive Your written request for the decrease.

### 5.3 Qualified Retirement Benefits (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected coverage for qualified retirees, the amount of Your insurance will be based upon Your classification for the calendar year in which Your retirement occurs. Qualified retirement is defined by Your Employer on the Employer Application and is shown on Your Group Life Insurance Fact Sheet for retiree coverage provided. Your benefit is subject to the following schedule:

Yours Attained Age	Amount of <u>Life Insurance</u>	1N
50 – 59	75%	
60 – 64	50%	
65 +	25%	

If there is a change in the amount of Your insurance due to qualified retirement, the coverage reduction will take effect on the first day of the month following [Your birthday] <sup>1</sup> in accordance with the Schedule set forth above.

### 5.4 Classification Change

If a change in Your classification results in a change in the amount of insurance for which You or Your Dependent is eligible, such changes shall become effective on the first of the month following the date the classification changes. We retain the right to deny an increase in coverage on You or Your Dependent if Evidence Of Insurability is not satisfactory to Us. To qualify for increased coverage, You must be Actively At Work.

### 5.5 Dependent Group Life Insurance Benefits (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected to provide this coverage, We will pay a benefit to You according to the schedule elected by Your Employer on the Employer Application and shown on Your Group Life Insurance Fact Sheet, upon proof of death of Your Dependent. However, the maximum benefit payable for a child [15]<sup>11</sup>days old and under [six]<sup>10</sup>months of age is [\$1000]<sup>1</sup> and no benefits are payable for a newborn child under [15]<sup>11</sup> days old.

# 5.6 Optional Dependent Group Life Insurance Benefits (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected Optional Dependent Group Life Insurance benefits, the schedule of Your benefits will be shown on Your Group Life Insurance Fact Sheet.

Any written and approved application to increase Optional Dependent Group Life Insurance benefits will be effective as of the next following Policy Anniversary Date, provided it is received by Us no later than [30]<sup>1H</sup> days prior to such Policy Anniversary Date.

However, if You have a Change in Family Status event, You may elect to increase Your Optional Dependent Group Life Insurance prior to the next following Policy Anniversary Date if the increase is on account of such Change in Family Status event and if the request is received by Us no later than [31]<sup>1H</sup> days after the Change in Family Status event.

Any decrease in Optional Group Life Insurance benefits will become effective on the first day of the month coinciding with or next following the date We receive Your written request for the decrease.

### 5.7 Accidental Death And Dismemberment Benefits (APPLICABLE IF ELECTED BY EMPLOYER)

If Your Employer has elected to provide this coverage, We will pay a benefit when You experience one of the losses shown below if the loss:

- A. results from Accidental Bodily Injury; and
- B. occurs within [90]<sup>1J</sup> days of such Accidental Bodily Injury.

### Benefit For Loss Of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	
One Hand and One Foot	
One Hand and Sight of One Eye	
One Foot and Sight of One Eye	
Sight of One Eye	
One Hand or One Foot	

Benefits are payable to Your designated Beneficiary upon loss of life. All other payments are made to You. In no event shall the total benefit paid exceed the Principal Sum as provided by the Group Life Schedule of Benefits.

### Seat Belt Benefit

If You die as a result of an Automobile accident and the Accidental Death and Dismemberment Benefit for loss of life is payable, as shown above, the Society will pay an additional benefit if You were:

- A. a passenger in, or the licensed operator of, an Automobile; and
- B. wearing an original equipped factory installed or manufacturer authorized or unaltered seat belt or lap or shoulder restraint, as verified in the police accident report or by the investigating officer: and
- C. driving on a public road, private driveway or parking lot.

Automobile means a four-wheel vehicle that is:

- A. licensed for passenger use; and
- B. designated primarily for use on public streets and highways; and
- C. is either a:
  - 1. private passenger automobile; or
  - 2. van, jeep, or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
  - 3. self-propelled motor home.

The Seat Belt Benefit is NOT payable if the Automobile accident occurs while:

- A. the driver was legally intoxicated, according to the laws of the state in which the accident occurred; or
- B. the driver was under the influence of any excitant, hallucinogen, narcotic, other drug or similar substance, unless administered under advice of a Physician; or
- C. the driver was driving without a current and valid driver's license; or
- D. the Automobile is being used for racing, stunting, exhibition work, sport, or test driving; or
- E. the driver is breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

The Exclusions listed under the Accidental Death and Dismemberment Coverage (Section 10) will also apply to the Seat Belt Benefit.

The Seat Belt Benefit will be paid only if Your death occurs within [90]<sup>1J</sup> days after the Automobile accident, except in the case where You are in a coma or being kept alive by artificial life support system at the end of the [90]<sup>1J</sup> days.

The Seat Belt Benefit will be paid only if the Automobile accident occurs while You are covered under this Policy.

The Seat Belt Benefit is payable to Your designated Beneficiary and is equal to the lesser of [\$10,000]<sup>1</sup> or the Principal Sum for Loss of Life.

### **Educational Benefit**

If a benefit is paid under this Section 5.7 for loss of Your life, as shown above, We will pay an additional benefit for each of Your Qualified Dependent Student equal to [\$3,000 per academic semester or \$6,000 per academic year for a maximum of four years]<sup>1Q</sup>.

Qualified Dependent Student means an Individual's unmarried child, stepchild or adopted child who is less than [25]<sup>1F</sup> years of age and who:

A. is already enrolled on a full-time basis in an accredited post-secondary institution of higher

- A. is already enrolled on a full-time basis in an accredited post-secondary institution of higher learning beyond the 12<sup>th</sup> grade level at the time of Your death; or
- B. enrolls on a full-time basis within [one year] of Your death.

"Full-time basis" shall be defined by the educational institution.

The Exclusions listed under the Accidental Death and Dismemberment Coverage (Section 10) will also apply to the Educational Benefit.

The Educational Benefit will be paid only if Your death occurs while You are covered under this Policy.

If both You and Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] <sup>2</sup> are insured as employees under the Policy, only one Educational Benefit is payable under the Policy on behalf of a Qualified Dependent Student.

### **Repatriation Benefit**

We will pay an additional benefit for reasonable and customary expenses incurred to Your beneficiary for the preparation of Your body and its transportation to the place of burial or cremation up to a maximum of [\$2,000]<sup>1Q</sup> if:

- A. a benefit is to be paid under Section 5.7 for loss of Your life as shown above; and
- B. the cost is incurred within 90 days after Your death; and
- C. Your death occurs at least 100 miles away from Your permanent place of residence.

The Exclusions listed under the Accidental Death and Dismemberment Coverage (Section 10) will also apply to the Repatriation Benefit.

### WAIVER OF PREMIUM

#### 6.1 When Premiums Are Waived

If You become Totally Disabled for a period of [six]<sup>12</sup> consecutive months, We will waive premiums for the amount of insurance that was in force on the date You became Totally Disabled. However, such amount shall be reduced because of any change that would have effected a reduction in the amount of Your insurance if You had not been disabled. At the end of the [six]<sup>12</sup>-month period, premiums will be waived.

We will not waive any premiums that were due more than [one]<sup>5</sup> year prior to the date We received notice of claim for waiver of premium. Premiums will not be waived for Total Disability that is wholly or in part caused by injuries intentionally inflicted by You.

If You become Totally Disabled:

- A. before You attain age [60], <sup>1L</sup> We will waive premiums until:
  - 1. You attain age [65] 1L; or
  - 2. You are no longer Totally Disabled: or
  - 3. Your death or retirement: or
  - 4. You convert this insurance

whichever occurs first.

- B. after You attain age [60]<sup>1L</sup>, but before attained age [69], <sup>1L</sup> We will waive premiums until:

  1. You attain age [70] <sup>1L</sup>; or

  2. You are no longer Totally Disabled; or

  - 3. [Five] 1P years from the start of Total Disability; or
  - 4. Your death or retirement; or
  - You convert this insurance

whichever occurs first.

- C. after You attain age [69], 1L We will waive premiums until:
  - 1. You are no longer Totally Disabled; or
  - 2. [One]<sup>1P</sup> year from the start of Total Disability; or
  - 3. Your death or retirement; or
  - 4. You convert this insurance

whichever occurs first.

When Your Employer's coverage under the Policy terminates, waiver of premium will also terminate.

If your employer terminates your employment prior to [six]<sup>12</sup> months of disability, the premium will not be waived and you may be eligible for conversion.

#### 6.2 **Proof Of Loss For Premium Waiver During Total Disability**

We must be given written proof of loss as set forth in Section 2.8 for premium waiver during continuance of Your Total Disability; otherwise the claim will be invalid. A claim will not be invalid if:

- it was not reasonably possible to give notice of claim; and
- notice of claim was given as soon as reasonably possible, but not later than [one] year and [90]<sup>1</sup> days after you became Totally Disabled.

Premiums will only be waived for Total Disability based on the schedule of benefits. If the schedule is based on salary, Your premium will be waived on the salary coverage reported by Your Employer on the last monthly billing statement received by Us prior to the date of disability.

#### 6.3 **Continued Disability**

We have the right to require evidence of continued Total Disability each year. This includes medical exams at Your expense. All coverage will terminate if premium payment is not resumed when Total Disability ends. The evidence may include but not be limited to completed claim forms and office and treatment notes from the treating Physician.

### 6.4 Resumption Of Premium Payment Upon Return to Active Employee Status

The waiver of premium will end and payment of premium must resume following the earliest of:

- A. the end of Your Total Disability (return to part-time work constitutes end of Total Disability); or
- B. Your failure to furnish proof of the continuance of Total Disability at Our request; or
- C. Your failure to be examined by a Physician at Our request.

### 6.5 Resumption Of Premium Payment At Retirement

When You retire, waiver of premium will terminate whether or not Your Employer provides coverage to retirees. If Your Employer covers retirees and considers You to be a qualified retiree, premium payment will resume in accordance with the benefit schedule described in Section 5.3. If Your Employer does not provide retiree coverage, Your insurance will terminate and the Conversion Privilege in Section 8 will apply.

SECTION 7 TERMINATION

### 7.1 Termination Of Employee's Insurance

Your insurance shall terminate on the earliest of the dates on which one of the following occurs:

- A. The premium is not paid by the Employer as required; or
- B. The premium is not paid by You as required, if You are required to make these payments; or
- C. You are no longer in any of the classes defined in the Employer Application; or
- D. You are absent from work for [90]<sup>1J</sup> consecutive days due to a leave of absence or temporary layoff; or
- E. The Policy terminates.

### 7.2 Termination Of Dependent's Insurance

The insurance of Your Dependent shall terminate on the earliest of the dates on which one of the following occurs:

- A. He is no longer a Dependent as defined under Section 1.1; or
- B. Your coverage terminates; or
- C. The Employer elects to discontinue Dependent coverage for its employees; or
- D. The premium for the Dependent coverage is not paid; or
- E. The date Your insured spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] <sup>2</sup> attains age [70]. <sup>9</sup>

### 7.3 Termination Of Accidental Death And Dismemberment Coverage

If Your Employer has elected Accidental Death And Dismemberment coverage, Your insurance shall terminate on the earliest of the dates on which one of the following occurs:

- A. The date You become Totally Disabled; or
- B. The Employer elects to discontinue Accidental Death And Dismemberment coverage for its employees; or
- C. The premium for the Accidental Death And Dismemberment coverage is not paid; or
- D. We pay benefits equal to the Principal Sum; or
- E. The date You retire.

### 7.4 Termination of Optional Employee Group Life Insurance Coverage

Optional Employee Group Life Insurance shall terminate on the earliest of the dates on which the following occurs:

- A. The date all Your Life Insurance coverage terminates; or
- B. The date the premium required by You or the Employer is not paid; or
- C. The date You retire; or
- D. The date the Employer elects to no longer provide Optional Employee Group Life Insurance; or
- E. The date You reach age [70].9

### 7.5 Termination of Optional Dependent Group Life Insurance Coverage

Optional Dependent Group Life Insurance shall terminate on the earliest of the dates on which one of the following occurs:

- A. The date Your Dependent no longer meets the definition of Dependent under Section 1.1; or
- B. The date Your coverage terminates; or
- C. The date the Employer elects to discontinue Dependent (or Optional Dependent) coverage for its employees; or
- D. The date the premium for the Dependent (or Optional Dependent) coverage is not paid; or
- E. With respect to insurance coverage on Your Spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup> only, when Your Spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup> reaches age [70].<sup>9</sup>

### 7.6 Termination of Your Employer's Coverage

Termination of Your Employer's coverage will not prejudice any claim which occurs prior to the date the termination becomes effective. Your Employer is solely responsible for notifying You of termination of participation. Your Employer is liable for Your contributions collected after the date of termination if:

- A. contributions for insurance are required from You; and
- B. Your Employer continues to collect such contributions beyond the date of termination.

Your Employer's coverage under the Policy will terminate on the earliest of the:

- A. last day of the grace period if the premium payment was not received before the end of the grace period; or
- B. day immediately preceding a Premium Due Date if prior notice of termination by the Employer is received by Us (but in no event earlier than the receipt of such notice); or
- C. day immediately preceding the Premium Due Date if We terminate the coverage by giving written notice to the Employer at least [31]<sup>5</sup> days in advance if:
  - the number of employees insured is less than [ 10 ]<sup>10</sup>; or
  - 2. less than [100]<sup>6</sup>% of employees eligible for any Employer paid insurance are insured under the Policy; or
  - 3. less than [75]<sup>9</sup>% of the employees eligible for any Employee paid insurance are insured under the Policy; or
  - 4. the Employer contributes less than [25%] of the premium; or
  - 5. the Employer fails:
    - a. to furnish promptly any information which We may reasonably require; or
    - b. to perform any other obligations under the Policy; or
  - 6. date We terminate all coverage for all Employers by sending [ 31 ]<sup>5</sup> days advance written notice of such termination; or
  - 7. date We terminate the Employer's coverage for fraud or misrepresentation.

### **CONVERSION PRIVILEGE**

### 8.1 Qualified Status For Employee

You may be eligible for conversion of your coverage to an individual policy when your Group Life insurance is terminated subject to the provisions in Sections 7.1 and 8.5. Your employer should notify you of the termination of coverage.

### 8.2 Qualified Status For Dependents

If Your Employer elected Dependent group life insurance coverage, Your Dependent may be eligible for conversion of the coverage to an individual policy when your Group Life insurance is terminated subject to the provisions in Sections 7.2 and 8.5.

### 8.3 Individual Policy Face Amount For Employee

- A. If Your Employer terminates group life insurance coverage or You terminate coverage, the face amount of the individual Policy will not be more than the amount of Your group life insurance which was terminated.
- B. If We terminate Your Employer's coverage under the Policy, the face amount of Your new Policy will not exceed the smaller of:
  - 1. the amount of Your life insurance which was terminated minus any amount for which You are or become eligible for under any group Policy within [31]<sup>5</sup> days after such termination; or
  - 2. [\$10,000].<sup>1</sup>

However, in order for the provisions of this subsection B to apply, You must have been continuously insured under the Policy for at least [five] 1P years.

### 8.4 Individual Policy Face Amount For Dependents

- A. If Your Employer terminates Dependent group life insurance coverage or You terminate Dependent coverage, the face amount of the individual Policy will not be more than the amount of Your Dependent's group life insurance coverage which was terminated.
- B. If We terminate Your Employer's coverage under the Policy, the face amount of Your Dependent's new Policy will not exceed the smaller of:
  - 1. the face amount of Your Dependent's life insurance which has terminated less any amount for which Your Dependent is or becomes eligible under any group Policy within [31]<sup>5</sup> days after such termination; or
  - 2. the Dependent insurance amount shown on Your Group Life Insurance Fact Sheet.

However, in order for the provisions of this subsection B to apply, Your Dependent must have been continuously insured under the Policy for at least [five] 1P years.

### 8.5 Issuance Of Individual Policy

The individual policy to be issued under Sections 8.1 and 8.2 will be subject to all of the following:

- A. no Evidence Of Insurability will be required.
- B. You or Your Dependent must apply in writing to CUNA Mutual Insurance Society and pay the first premium within [31]<sup>5</sup> days after You or Your Dependent's group life insurance terminates under Sections 7.1 and 7.2. (This [31]<sup>5</sup>-day period is the conversion period.)
- C. the Policy may be any individual permanent life insurance policy customarily issued by Us, except term insurance.

- D. the premium for the new policy will be based on:
  - 1. You or Your Dependent's age on the effective date of the individual permanent life insurance policy; and
  - 2. the class of risks to which You or Your Dependent then belong.
- E. if You have Accidental Death And Dismemberment coverage, it cannot be converted.

### 8.6 Death Benefit During Conversion Period For Employee

If You die during the [31]<sup>5</sup>-day conversion period, We will pay death proceeds in the amount that would have been paid if conversion coverage had been effective.

### 8.7 Death Benefit During Conversion Period For Dependents

If Your Employer elected Dependent group life insurance coverage and Your Dependent dies during the [31]<sup>5</sup>-day conversion period, We will pay death proceeds in the amount which would have been paid if conversion coverage had been effective.

YOU MAY LOSE THE RIGHT TO RECEIVE CERTAIN PUBLIC FUNDS, SUCH AS MEDICARE, MEDICAID, SOCIAL SECURITY, SUPPLEMENTAL SECURITY INCOME (SSI), AND POSSIBLY OTHERS IF WE MAKE AN ADVANCE PAYMENT TO YOU.

THE RECEIPT OF AN ADVANCE PAYMENT WILL REDUCE THE GROUP LIFE INSURANCE BENEFIT AND MAY HAVE TAX CONSEQUENCES FOR YOU. WE CANNOT GIVE ADVICE ABOUT THIS TO YOU AND RECOMMEND THAT YOU CONSULT A TAX ADVISOR BEFORE DECIDING TO RECEIVE AN ADVANCE PAYMENT.

#### 9.1 **Eligibility**

If You incur a Qualifying Medical Condition while insured under this Policy, You may request that We make an Advance Payment to You.

To receive an Advance Payment:

- A. You must provide satisfactory proof, including a written statement from a Physician and documentation supported by clinical, radiological, histological, or laboratory evidence of the condition that:
  - 1. You incurred a Qualifying Medical Condition while insured under the Policy; and
  - 2. Your Qualifying Medical Condition first manifested itself on or after the effective date of this Policy; and
  - 3. A Physician diagnosed your Qualifying Medical Condition after the effective date of this Policy.

We may require a confirming diagnosis by another Physician. If a second diagnosis is required, it will be at Our expense and by a Physician of Our choice.

- B. You must provide a signed acknowledgment and consent of payment of an Accelerated Benefit from any assignee or irrevocable beneficiary.
- C. You must have at least [\$20,000]<sup>1</sup> of insurance in effect.]<sup>3</sup>

#### 9.2 **Benefit Amount**

[

The amount of the Accelerated Benefit will be the lesser of:

- A. Up to [50%]<sup>8</sup> of the Group Life insurance benefit otherwise payable upon Your death; or B. [\$250,000.]<sup>1</sup>

If the amount of Your insurance is scheduled to reduce within [24]<sup>10</sup> months following the date You apply for the Accelerated Benefit, Your Accelerated Benefit will be based on the reduced amount.

#### 9.3 **Payment Provisions**

The Advance Payment will be paid to You in a lump sum.

This Accelerated Benefit option may be elected [once]<sup>1P</sup> in Your lifetime.

If You recover from the Qualifying Medical Condition after receiving an Advance Payment, We will not request a refund.

#### 9.4 **Effect on Group Life Insurance and Other Benefits**

The Group Life insurance benefit payable to Your Beneficiary upon Your death will be reduced by any Accelerated Benefit and an interest charge calculated at the time of death by the following formula:

Interest Rate will be [7%]<sup>12</sup> unless reduced by applicable state law.

If any part of the Group Life insurance benefit remains after an Advance Payment is made, Your Accidental Death And Dismemberment Benefit, if any, is not affected.

Payment of an Accelerated Benefit has no effect on the premium for Your Group Life insurance coverage.

### 9.5 Exclusions

This Accelerated Benefit does not apply:

- A. to any intentionally self-inflicted injury or suicide attempt; or
- B. if the required Group Life insurance premium is due and unpaid; or
- C. to Optional Group Life insurance benefits, if any; or
- D. to Accidental Death and Dismemberment benefits, if any; or
- E. to Dependent Group Life insurance benefits, if any; or
- F. if You have assigned all or part of Your Group Life insurance, unless You give Us a signed written consent from the assignee; or
- G. if You are married and live in a community property state, unless You give Us a signed written consent from Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship]<sup>2</sup>; or
- H. if all or a portion of Your Group Life insurance benefit must be paid to Your child(ren) or the Your spouse in a traditional marriage [or domestic partner in a civil union or similar relationship] or former spouse in a traditional marriage [or former domestic partner in a civil union or similar relationship] as part of a divorce decree, maintenance agreement, or property settlement agreement; or
- I. if You is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- J. if You is required by a government agency to use this benefit in order to apply for, obtain, or otherwise retain a government benefit or entitlement; or
- K. if You have previously received one Advance Payment under the Policy.

### 9.6 Termination

Your Accelerated Death	Benefit coverage	under this Policy	/ will terminate or	the earliest o	of the date

- A. Your coverage under the Policy terminates; or
- B. You retire; or
- C. We receive written request to cancel the Policy; or
- D. An Advance Payment is made.

# SECTION 10 EXCLUSIONS APPLICABLE TO ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

No benefits will be paid under Accidental Death And Dismemberment Coverage if Your loss is directly or indirectly a result of:

- A. war, declared or undeclared, or any act of war; or
- B. intentionally self-inflicted injuries, including suicide attempts (whether You are sane or insane); or
- C. active participation in a riot; or
- D. bodily or mental infirmity or illness or disease of any kind; or
- E. surgical treatment of an illness or injury; or
- F. Your committing of, provoking of, or attempting to commit an illegal act; or
- G. asphyxiation or inhalation of any gas unless in the course of employment; or
- H. taking any poison, drug or sedative; or
- I. travel or flight in, or descent from, any kind of aircraft, if You are:
  - 1. a pilot or crew member or have any duties aboard a noncommercial aircraft; or
  - 2. giving or receiving any kind of training or instruction aboard the aircraft; or
  - 3. being flown for the purpose of descent from the aircraft while in flight; or
- J. Your voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered or consumed on the advice of a licensed Physician.
- K. Your intoxication. This includes, but is not limited to, operating a motorized vehicle while intoxicated. "Intoxicated" means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred. "Motorized vehicle" includes, but is not limited to, automobiles, motorcycles, boats, personal watercraft, and snowmobiles.



### CUNA Mutual Insurance Society

P.O. Box 391 • 5910 Mineral Point Road Madison, WI 53701-0391 Phone: 800/548-9390

# GROUP LIFE COVERAGE FACT SHEET

EMPLOYEE NAME: COVERAGE EFFECTIVE DATE: CERTIFICATE NUMBER:	[]
PARTICIPATING EMPLOYER:	[]

### GROUP LIFE FACT SHEET EFFECTIVE AS OF [] $^7$

SCHEDULE OF COVERAGE: []<sup>7</sup>
MAXIMUM COVERAGE AVAILABLE: []<sup>7</sup>
QUALIFIED RETIREMENT BENEFIT: []<sup>7</sup>

FOR FURTHER DETAILS PLEASE REFER TO THE BENEFITS SECTION IN THIS CERTIFICATE.

BENEFITS ARE PAYABLE BASED ON THE LAST SALARY REPORTED BY YOUR PARTICIPATING EMPLOYER PRIOR TO YOUR DEATH OR DISABILITY.

#### GROUP LIFE ADDITIONAL COVERAGES IN FORCE:

# ACCIDENTAL DEATH & DISMEMBERMENT RIDER SCHEDULE OF COVERAGE DEPENDENT GROUP LIFE OPTIONAL LIFE EMPLOYEE COVERAGE OPTIONAL LIFE COVERAGE TERMINATES AT RETIREMENT OR AGE 70, WHICHEVER IS EARLIER. OPTIONAL DEPENDENT GROUP LIFE I FFECTIVE [] OPTIONAL DEPENDENT GROUP LIFE I OPTIONAL DEPENDENT GROUP LIFE II OPTIONAL DEPENDENT GROUP L

SERFF Tracking Number: CUNA-125604535 State: Arkansas State Tracking Number: 38670

Filing Company: CUNA Mutual Insurance Society

GL-CM-POL-0103 TG 0208

TOI:  $L04G\ Group\ Life$  - TermSub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

#### **Rate Information**

Company Tracking Number:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-125604535 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

#### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 04/10/2008

Comments: Attachment:

Certification of Compliance.pdf

**Review Status:** 

Satisfied -Name: Application 04/10/2008

Comments:

We will be using these forms with form numbers APP-ER-07, APP-EE-07, IMS 0407 (AR); and EBP CHANGE FORM - Application (AR) approved 07/31/2007.

Review Status:

Satisfied -Name: Readabiilty Certification 04/10/2008

Comments: Attachment:

Readability Certification.pdf

**Review Status:** 

Satisfied -Name: Explanation of Variables 04/10/2008

Comments: Attachment:

Exp of Variables.pdf

**Review Status:** 

Satisfied -Name: Arkansas Guaranty Notice 04/10/2008

Comments:

Attachment:

AR Guaranty Notice.pdf

**Review Status:** 

Satisfied -Name: Consumer Notice 04/10/2008

SERFF Tracking Number: CUNA-125604535 State: Arkansas

Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

#### **Comments:**

#### **Attachment:**

Notice-1108-2527 AR 0407.pdf

SERFF Tracking Number: CUNA-125604535 State: Arkansas

Filing Company: CUNA Mutual Insurance Society State Tracking Number: 38670

Company Tracking Number: GL-CM-POL-0103 TG 0208

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Group Life

Project Name/Number: AR Group Life Filing/

**Review Status:** 

Satisfied -Name: Accelerated Benefit Disclosure 05/02/2008

Comments: Attachment:

1104-22 Basic Accelerated Disclosure.pdf

### ARKANSAS CERTIFICATION OF COMPLIANCE

FO	PRM NUMBER(S) GL-CM-POL-0103 TG 0208 and GL-CM-0103 TG 0208 AR
tha	Alistair Shore , an officer of CUNA Mutual Insurance Society , hereby certify to have authority to bind and obligate the company filing these forms. I further certify that, to the best my information, knowledge and belief:
1.	The accompanying forms as identified by the attached listing complies with all applicable provisions of the Arkansas Statutes, Rules and Regulations and with all applicable administrative rules of the Commissioner of Insurance;
2.	The forms do not contain any inconsistent, ambiguous, or misleading clauses;
3.	The forms do not contain specifications or conditions that unreasonable or deceptively limit the risk purported to be assumed in the general coverage of the policy forms;
4.	The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages of the attached forms or in an attachment; and
5.	The attached forms are in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Arkansas after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6.	The attached forms and our rates are consistent with Rule and Regulation 19 s 10 regarding unfair sex discrimination.
	Alaskan Shore
	(Signature) Senior Vice President;
	Chief Underwriter (Title)
	<u>04/07/2008</u> (Date)
	Individual responsible for this filing
	Name: Elizabeth Myers
	Title: Compliance Analyst
	Address: 5910 Mineral Point Road PO Box 391 Madison WI 53701-0391
	Phone Number: 608-232-6317
	Date: 04/10/2008

#### **ARKANSAS**

#### **READABILITY CERTIFICATION**

INSURER:	CUNA Mutual Insurance Society
FORMS: _	GL-CM-0103 TG 0208 AR
The undersi	gned hereby certifies as follows with respect to the captioned forms:
1. The l	Flesch Readability Ease Test Score for such form is
2. Such	form is printed in not less than 10 point type, 1 point leaded;
3. The r	number of words contained in the text of such form is 7,609
4. The 6	entire text of this form is analyzed.
BY:	Alaskan Shore
TITLE: Se	enior Vice President, Chief Actuary
DATE: 04	4/10/2008

# EXPLANATION OF VARIABLES GROUP LIFE 0208

REFERENCE NUMBER	SUBJECT	VARIABLE USE
1	Number/Phrase	Standard is to include. Option is to delete and replace with parameters agreeable to both parties (policyholder and insurer) and allowed by state law.
А	Number	Standard is to include; option is to delete and replace with a value between 0 and 31.
В	Number	Standard is to include; option is to delete and replace with a value between 0 and 12.
С	Number	Standard is to include; option is to delete and replace with a value between 19 and 21.
D	Number	Standard is to include; option is to delete and replace with a value between 21 and 24.
E	Number	Standard is to include; option is to delete and replace with a value between 65 and 75.
F	Number	Standard is to include; option is to delete and replace with a value between 18 and 24.
G	Number	Standard is to include; option is to delete and replace with a value between 20 and 30.
Н	Number	Standard is to include; option is to delete and replace with a value between 30 and 60.
I	Number	Standard is to include; option is to delete and replace with a value between 15 and 30.
J	Number	Standard is to include; option is to delete and replace with a value between 60 and 120.
L	Number	Standard is to include; option is to delete and replace with a value between 50 and 70.
М	Number	Standard is to include; option is to delete and replace with a value between 1,000 and 500.
N	Schedule	Standard is to include; option is to delete and replace with a decreasing schedule as elected by the policyholder and accepted by insurer and as allowed by state & federal regulation.
0	Number	Standard is to include; option is to delete and replace with a value between 6 and 12.
Р	Number	Standard is to include; option is to delete and replace with a value between 1 and 5.
Q	Number	Standard is to include; option is to delete and replace with a value between \$2,000 and \$8,000.
2	Number/Phrase	Standard is to delete; option is to include.
3	Number/Phrase	Standard is to include; option is to delete.
4	Number/Phrase	Standard is to include; option is to delete and replace with a value between 2 and 5.
5	Number/Phrase	Standard is to include. Maybe modified to any value or provision allowed or required by state law/regulation. Current data meets State's requirement.
6	Number	Standard is to include; option is to delete and replace with a value between 85 and 100.
7	Number/Phrase	Standard is to modify for policyholder specific information
8	Percentage	Standard is to include; option is to delete and replace with a percentage ≤ 50%.
9	Number	Standard is to include; option is to delete and replace with a value between 50 and 80
10	Number	Standard is to include; option is to delete and replace with a number $\geq 6$ .
12	Number	Standard is to include; option is to delete and replace with a number ≤ 6.
13	Number	Standard is to include; option is to delete and replace with a number ≤ 24

## LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association. ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association C/O The Liquidation Division 1023 West Capitol Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner
  has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life
  or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law:
- Obligations that do not arise under the policy or contract, including claims based on marketing materials
  or side letters, riders, or other documents which do not meet filing requirements, or claims for policy
  misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



CUNA Mutual Insurance Society

P.O. Box 2978 • 5910 Mineral Point Road Madison, WI 53701-2978

#### FOR YOUR INFORMATION

Questions may be directed to:

CUNA Mutual Insurance Society Administrative Office P.O. 2978 Madison, WI 53701-2978 (800) 548-9390

or

Arkansas Insurance Department Consumer Services Division 400 University Tower Building Little Rock, Arkansas 72201 Telephone: (501) 371-2600 (800) 852-5495

# Accelerated Death Benefit Disclosure Notice

#### FACTS YOU SHOULD KNOW

The benefits listed below are only highlights of this plan. This document does not constitute a contract.

#### **Coverage Amount**

If you have been diagnosed with a medically determined terminal condition (life expectancy less than 12 months), you may be eligible to receive an advance payment up to 50% of your basic group life benefit. The maximum Accelerated Benefit payable is \$250,000. You must have at least \$20,000 of insurance in effect prior to taking this benefit.

The group life benefit payable at the time of your death would be the amount in effect at that time less any Accelerated Benefit adjusted as indicated below.

#### **Eligibility**

If you incur a qualifying medical condition while insured under this policy, you may request that we make an advance payment to you. The Accelerated Benefit terminates at retirement.

#### **Waiver of Premium**

The premium waiver provision of the basic group life also applies to the Accelerated Benefit.

#### **Exclusions**

The Accelerated Benefit will not apply:

- To any intentionally self-inflicted injury or suicide attempt;
- If the required Group Life insurance premium is due and unpaid;
- To any Optional Group Life insurance benefit, if any;
- To Accidental Death and Dismemberment benefits, if any;
- To Dependent Group Life benefits, if any;
- If you have assigned all or part of your Group Life insurance, unless you give us a signed written consent from the assignee;
- If all or a portion of your Group Life insurance benefit must be paid to your child(ren) or your spouse or former spouse as part of a divorce decree, maintenance agreement, or property settlement agreement;
- If you are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
- If you are required by a government agency to use this benefit in order to apply for, obtain, or otherwise retain a government benefit or entitlement;
- If you have previously received one advance payment under the policy.

If you receive payment of Accelerated Death Benefits from a Group Life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security Income (SSI) and possibly others. Also, receiving Accelerated Death Benefits from a group life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or attorney before you decide to receive Accelerated Death Benefits from a Group Life insurance policy.

#### **Reduction Factor & Fees**

The Group Life insurance benefit payable to your beneficiary upon your death will be reduced by any Accelerated Benefit and interest charge calculated at the time of death by the following formula: .07 (or state required interest) x the amount of the Accelerated Benefit x the number of days from the date of Advance Payment to the date of death  $\div$  365. If you select the recurring monthly benefit payment option, an additional administrative fee of \$200.00 will be withheld from the first monthly payment amount.

By presenting this information, CUNA Mutual Insurance Society is not guaranteeing payment of this claim.  $\frac{1104-22}{05/08}$ 



CUNA Mutual Insurance Society
Employee Benefits Life Claims
P.O. Box 61
Waverly, IA 50677-0061

Phone: 800/548-9390 Fax: 608/236-8030

# EMPLOYEE BENEFITS GROUP TERM LIFE INSURANCE ACCELERATED DEATH BENEFIT DISCLOSURE NOTICE & CLAIM FORM

To file a claim for an Accelerated Death Benefit for your Group Life Insurance through CUNA Mutual Insurance Society,				
please complete, sign and date this form and the attached Authorization for Release	e of Information form.			
Return the forms to our office along with the following:	distance and			
	dical records			
☐ Test results of your qualifying medical condition. ☐ A w	vritten statement from assignee (if any)			
Claimant Information – Please Print all information.				
Employee name – first, middle, last:	Date of birth: / /			
Address – street, city, state, zip code:				
Phone number: Social Security number	<del></del>			
Check those that apply: ☐ Single ☐ Married ☐ Widowed ☐ Divor	rced			
Employer name/ Address:	Contract number:			
	Phone number:			
Qualifying Medical Condition (refer to Accelerated Death Benefit Provision for	or details):			
Date qualifying medical condition began: / /				
Date qualifying medical condition was first diagnosed: / /				
Form of payment (please check one)				
Lump sum of \$				
Equal monthly payments of \$ for months (12 month m	aximum)			
Consent of Spouse				
Community Property States (Arizona, California, Idaho, Nevada, New Mexico, Texas, Washington & Wisconsin): If you are married and live in a community property state, you must obtain "consent" from your spouse.				
I spouse of	declare that I have			
I,, spouse of, declare that I have read the attached disclosure and consent to the payment of an Accelerated Death Benefit. I understand that the Group				
Life benefit payable at death will be reduced as shown above.				
Date Signatur	re of Spouse			
☐ I was unable to obtain consent from spouse.	r			
Explanation:				
Agreement & Signature:				
I understand the Group Life benefits payable at my death will be reduced by the amount paid by CUNA Mutual Insurance Society to me and the applicable interest charge, if any, under this Accelerated Death Benefit Provision.				
insurance society to me and the appreciate interest charge, if any, under this free	Secretary Dentil 110 vision.			
I have read and acknowledge receipt of a copy of the Accelerated Benefit Disclosure Notice and outline of				
benefits and cost.				
	<del></del>			
Insured (signature)	Date			
<b>WARNING</b> : Any person who knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false, incomplete or misleading information is guilty of a				
<i>crime.</i> See attached list regarding the fraud language for specific states.	eee or misiculing information is guilty of a			

CUNA Mutual Insurance Society
Employee Benefits Life Claims
P.O. Box 61
Waverly, IA 50677-0061

Phone: 800/548-9390 Fax: 608/236-8030

#### **AUTHORIZATION FOR RELEASE OF INFORMATION**

Date of Birth:

Address:
To determine your eligibility for this application or claim for benefits, we need to secure additional information Please sign, date, and return to us this Authorization for Release of Information statement as soon as possible.
I have read the above disclosure information and wish to claim payment of an Accelerated Death Benefit from my Group Life Insurance coverage under the contract number referenced above. All statements are true and complete to the best of my knowledge
I authorize any health care providers, pharmacy benefit manager or other pharmaceutical firm, insurance companies, the Medical Information Bureau, Inc., consumer reporting agency, financial institution, or employer having information about my physical or mental condition, prescription drug records, financial status, employment status, or other relevant information about me, or my minor children to give all information (except psychiatric treatment notes) to CUNA Mutual Insurance Society ("Society") or its reinsurers to determine eligibility for insurance or benefits. Information obtained will be released only to reinsurers, the Medical Information Bureau, Inc., persons performing business duties as delegated or contracted for by the Society related to my application and subsequent insurance-related functions, as permitted or required by law, or as I further authorize. Some of the health information noted above may be disclosed to persons or organizations that are not subject to federal health information privacy laws, resulting in the information no longer being protected under such laws.
I agree this authorization is valid for 12 months, a copy is as valid as the original, and I or my authorized representative can receive a copy upon request. For the purposes of collecting information in connection with a claim for benefits, this Authorization is valid for the duration of the claim. I understand that: (1) I can revoke this authorization at any time by giving written request to the Society; (2) revocation of this authorization will not affect any prior action taken by the Society in reliance upon this authorization; and (3) failure to sign, or revocation of this authorization may impair the Society's ability to evaluate claims or process applications and may be a basis for denying this application or claim for benefits.
I understand the Group Life benefits payable at my death will be reduced by the amount paid by CUNA Mutual Insurance Society to me and the applicable interest charge, if any, under this Accelerated Death Benefit Provision.
I have read and acknowledge receipt of a copy of the Accelerated Benefit Disclosure Notice and outline of benefits and cost.
Insured (signature) Date
If a personal representative signs this authorization on behalf of the individual, please complete the following and provide a certified copy of the Power of Attorney (if applicable).
Personal Representative's Name & Address:
Relationship (or Capacity) to Individual: Phone #:
1104-22 (05/08)

#### FRAUD NOTICES: These states require that we provide the following information to you

Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

**Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia, Maine, Tennessee, Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Idaho:** Any person who knowingly and with intent to defraud or deceive any Insurance company, files a statement or claim containing any false, incomplete or misleading information is guilty of a felony.

**Indiana:** A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio**: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to civil and criminal penalties.

**Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.